

**CONTRACT AGREEMENT FOR THE  
CONSTRUCTION OF TAXIWAY AND ACCESS ROAD AT CLARK  
INTERNATIONAL AIRPORT SOUTH-END AREA**

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THIS AGREEMENT, made this 28<sup>th</sup> day of June 2019 between **CLARK INTERNATIONAL AIRPORT CORPORATION** of Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines (hereinafter called the "**Entity**") and **R-II BUILDERS, INC.**, of 136 Malakas St., Diliman, Quezon City (hereinafter called the "**Contractor**"):

WHEREAS, the Entity is desirous that the Contractor executes the **CONSTRUCTION OF TAXIWAY AND ACCESS ROAD AT CLARK INTERNATIONAL AIRPORT SOUTH-END AREA** (hereinafter called the "**Works**") and the Entity has accepted the Bid for **EIGHTY MILLION FOUR HUNDRED FORTY SIX THOUSAND TWO HUNDRED SEVENTY ONE PESOS AND 29/100 (PHP80,446,271.29)** (hereinafter called the "**Contract Price**") by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, viz.:
  - (a) General and Special Conditions of the Contract;
  - (b) Technical Specifications;
  - (c) Invitation to Bid;
  - (d) Bidding Documents (**ANNEX A**);
  - (e) Supplemental Bid Bulletin;
  - (f) Drawings/Plans;
  - (g) Bid form including all the documents/statements contained in the winning bidder's bidding envelopes (**ANNEX B**);
  - (h) Eligibility requirements, documents and/or statements (**ANNEX C**);
  - (i) Net Financial Contracting Capacity (NFCC);
  - (j) Notice of Award of Contract and winning bidder's "Conforme" thereto;
  - (k) Performance Bond;
  - (l) Construction Schedule and S-Curve;
  - (m) PERT/CPM;
  - (n) Safety and Health Program approved by DOLE;
  - (o) Construction Methods; and
  - (p) Manpower and Equipment Utilization Schedule.



3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. Pursuant to the Department of Transportation Department Memorandum, a slippage of more than thirty (30) days shall result in non-payment, cancellation of contract, blacklisting of the erring contractor and the engagement of another or new contractor to finish the project.

IN WITNESS, whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by:

Clark International Airport Corporation

R-II Builders, Inc.



**JAIME ALBERTO C. MELO**  
Officer-in-Charge/President and CEO



**FERNANDO A. TAN**  
Authorized Representative

Witnesses:

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# ACKNOWLEDGMENT

Republic of the Philippines]

QUEZON CITY

] S.S.

03 JUL 2019

**BEFORE ME**, a Notary Public for and in QUEZON CITY this \_\_\_\_\_ day of \_\_\_\_\_ 2019 personally appeared the following:

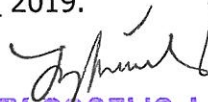
Name	Valid Identification Number	Date & Place of Issuance
<b>JAIME ALBERTO C. MELO</b>	Passport Number EC6974636	March 7, 2016 DFA Manila
<b>FERNANDO A. TAN</b>	Driver's License N04-92-224807	Jan. 17, 2024

Known to me and to me known to be the persons who executed the foregoing Contract for the **Construction of Taxiway and Access Road at Clark International Airport South-End Area**. Both parties certified that the foregoing was their own free act and deed and the free act and deed of the principals they represent.

This Agreement consists of three (3) pages and is signed on each and every page by the parties and their material witnesses.

Witness my hand and seal this 03 JUL 2019 day of \_\_\_\_\_ 2019.


Doc. No. 420 ;  
Page No. 87 ;  
Book No. I-A ;  
Series of 2019.

  
**ATTY. ROGELIO J. BOLIVAR**  
NOTARY PUBLIC IN QUEZON CITY  
AM Adm. Not. Com. No. NP-124 1-12-19 until 12-31-2020  
IBP O.R. No. 055255 Jan. 2019 & IBP O.R. No. 055256 Jan. 2020  
PTR O.R. No. 7376155 C 1-7-19/Roll No. 33 532 / TIN# 129-871-009 /  
MCLE No. V-0019296 valid from 04/15/2019 until 04/14/2019/PASIG CITY  
Address: 31-F Harvard St. Cubao, Q.C.



**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF TRANSPORTATION**  
**LAND TRANSPORTATION OFFICE**

**PROFESSIONAL DRIVER'S LICENSE**



Last Name, First Name, Middle Name  
**TAN, FERNANDO APANCO**

Nationality Sex Date of Birth Weight Age Height  
**PHL M 1963/01/17 90 62**

Address  
**B5 L14 ASSUMPTION ST SACRED HEART QUEZON CITY**

License No. Expiration Date Agency Code  
**H01-2-224807 2024/01/17 1124**

Blood Type Eyes Color  
**B+ BLACK**

Restrictions Conditions  
**2 NONE**

Signature of Licensee *[Signature]*

EDGAR L. VILLARTE  
ASSISTANT COMMISSIONER

**REPUBLIC OF THE PHILIPPINES**

**I. RESTRICTIONS:**

1. MOTORCYCLES/MOTORIZED TRICYCLES
2. VEHICLE UP TO 4500 KGS G V W
3. VEHICLE ABOVE 4500 KGS G V W
4. AUTOMATIC CLUTCH UP TO 4500 G V W
5. AUTOMATIC CLUTCH ABOVE 4500 G V W
6. ARTICULATED VEHICLE 1600 KGS G V W AND BELOW
7. ARTICULATED VEHICLE 1601 UP TO 4500 G V W
8. ARTICULATED VEHICLE 4501 & ABOVE G V W

**II. CONDITIONS:**

- A. WEAR EYEGASSES
- B. DRIVE ONLY W/SPECIAL EQPT FOR UPPER LIMBS
- C. DRIVE ONLY W/SPECIAL EQPT FOR LOWER LIMBS
- D. DAYLIGHT DRIVING ONLY
- E. ACCOMPANIED BY A PERSON W/NORMAL HEARING



Serial Number  
**089744155**

**III. ORGAN DONATION:**  
 I WILL NOT DONATE ANY ORGAN

**IV. IN CASE OF EMERGENCY NOTIFY:**  
 NAME: MARIETA F TAN  
 ADDRESS: SAME ADDRESS  
 TEL. NO.: 09178755880



*[Handwritten Signature]*

4/2/19